

ESTTA Tracking number: **ESTTA549155**

Filing date: **07/18/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91200183
Party	Defendant Miss G-String International LLC
Correspondence Address	LUKE LIROT LUKE CHARLES LIROT PA 12240 BELLEAIR ROAD, SUITE 190 CLEARWATER, FL 33764 UNITED STATES luke2@lirotlaw.com, jimmy@lirotlaw.com, krista@lirotlaw.com
Submission	Other Motions/Papers
Filer's Name	Luke Lirot, Esq.
Filer's e-mail	luke2@lirotlaw.com, jimmy@lirotlaw.com, krista@lirotlaw.com
Signature	/Luke Lirot/
Date	07/18/2013
Attachments	Eadie - Third Amended Petition to Cancel with Exhibits - 7-18-13.pdf(599592 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL, registered on 02/11/1997, and Registration No. 3,039,826 for the mark MISS NUDE WORLD, registered on 01/10/2006.

Opposition No. 91,200,183

Cancellation No. 92,055,838

The Worlds Pageants, LLC and
Camila Productions Ltd.

William Eadie

Opposer

Petitioner

V.

V.

Miss G-String International LLC

The Worlds Pageants, LLC and
Camila Productions Ltd.

Applicant

Registrant

July 18, 2013

_____/

**COMMISSIONER OF TRADEMARKS
UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451**

PETITIONER'S THIRD AMENDED PETITION TO CANCEL

WILLIAM EADIE, an individual, located at 1420 Sunningdale Lane, Ormond Beach, FL 32174 ("PETITIONER" OR "Eadie"), by and through his Attorney, Luke Lirot, Esquire, of LUKE CHARLES LIROT, P.A., hereby files this Third Amended Petition to Cancel The Worlds Pageants, LLC and Camila Productions Ltd. ("REGISTRANT") as the Owner of Record for U.S.

Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL and U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD.

PETITIONER believes that he will be damaged by REGISTRANT being identified as the Owner of Record for these registrations. PETITIONER hereby asserts his ownership and petitions to correct the registrations of these marks to identify PETITIONER as the Owner thereof, as instructed by the Board's Order in the related matter of Opposition No. 91,200,183 dated June 21, 2012 , pursuant to Trademark Act Section 18, 15 U.S.C. Section 1068, Federal Rules of Civil Procedure.

PETITIONER disputes that REGISTRANT has standing to oppose the relief requested herein, as PETITIONER disputes REGISTRANT'S claim that it is now, or has ever been, the lawful assignee of U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL and U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD.

1. PETITIONER IS THE LAWFUL OWNER OF THE MARKS

R&D Promotions, Inc., a Florida Corporation ("R&D") was formed on December 4, 2000, having its principal place of business at 1473 Heather Way, Kissimmee, FL 34744. The State of Florida Department of State, Division of Corporations lists Gracinda Cardoso, also known as "Rio Rivers", ("CARDOSO") as President of R&D.

On January 22, 2004, CARDOSO, an individual, and R&D, the corporation, entered into a contract to borrow a sum of Twenty Thousand Dollars (\$20,000) from Brian Bell ("BELL"), an individual, having his principal place of business at 6961 1st Avenue North, Suite 400, St. Petersburg, FL 33701-3610. A true and correct copy of this contract is attached hereto and incorporated herein as Exhibit "A."

The terms of the contract mandated that loan be secured by the assets of R&D and further secured by the personal guarantee of CARDOSO. As explained below, R&D and CARDOSO defaulted on the contract, and BELL secured a judgment in his favor, thus entitling BELL to execute upon the stock and assets of R&D and assets of CARDOSO. PETITIONER obtained an assignment of the judgment from BELL, thus giving EADIE the legal right to execute upon the stock and assets of R&D and assets of CARDOSO.

U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL is an asset of R&D, which, by the terms of the contract, was an asset secured as a condition of the loan described in the contract (Exhibit "A"). U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD became an asset of R&D on January 10, 2006, which, by the terms of the contract, also became an asset secured as a condition of the loan described in the contract (Exhibit "A"). On January 22, 2004, the records of the United States Patent and Trademark Office (USPTO) identify R&D as the Owner of Record for the mark MISS NUDE INTERNATIONAL.

The contract required that repayment of the loan be made by R&D and CARDOSO, jointly and severally, in three installments, the first payment due and payable on April 20, 2004. R&D & CARDOSO defaulted under the terms of the loan, and BELL initiated litigation against R&D and CARDOSO. The contract (Exhibit "A"), specifically states, "*This loan is secured by personal assets of Gracinda Cardoso and corporation assets of R&D Promotions, Inc., and its holdings.*" (Emphasis added).

On April 1, 2005, *The Circuit Court For the Sixth Judicial Circuit In and For Pinellas County, Florida* ordered the *Final Judgment* in favor of Plaintiff, Bell, against Defendants R&D and CARDOSO, in the amount of Twenty Five Thousand Seven Hundred Ninety Dollars and

Ninety-Six Cents (\$25,790.96). A copy of this Judgment is attached hereto and incorporated herein as Exhibit "B."

On the date of the entry of the judgment, April 1, 2005, the records of the United States Patent and Trademark Office (USPTO) identify R&D as the Owner of Record for the mark MISS NUDE INTERNATIONAL.

BELL, having learned of PETITIONER'S "issues" with CARDOSO and R&D, offered to sell, and PETITIONER agreed to purchase, the Final Judgment (Exhibit "B"). This purchase resulted in the execution and perfection of an *Assignment of Final Judgment Agreement* executed between Assignor Bell and Assignee PETITIONER. The *Assignment of Final Judgment Agreement* was executed in the presence of a State of Florida authorized Notary, making PETITIONER the owner of the judgment. A copy of this Assignment of Final Judgment is attached hereto and incorporated herein as Exhibit "C."

On September 1, 2011, PETITIONER, William Eadie, in accordance with Florida Statute Sec. 55.203, properly filed with the Florida Secretary of State, a judgment lien and obtained a Judgment Lien Certificate perfecting the lien against R&D. Judgment Debtors R&D and CARDOSO are both located in the city of Kissimmee in Osceola County, Florida. On August 26, 2011, PETITIONER registered his interest by recording a *Certified Copy of the Final Judgment* (File #2011118634/Book 04169/Pages 1325-1326) and the original *Assignment of Final Judgment Agreement* (File #2011118635/Book 04169/Pages 1327-1331) with the Clerk of the Court in Osceola County, FL. On September 1, 2011, PETITIONER filed a *JUDGMENT LIEN*, J11000564745 with the State of Florida, which identifies R&D as the Judgment Debtor and PETITIONER as the Judgment Creditor. On September 2, 2011, PETITIONER filed a

JUDGMENT LIEN, J11000565239 with the State of Florida, which identifies CARDOSO as the Judgment Debtor and PETITIONER as the Judgment Creditor.

A copy of the recorded judgment liens are attached hereto and incorporated herein as composite Exhibit "D." PETITIONER, William Eadie, is now, unequivocally, the owner of said judgment, with the lawful authority to execute said judgment on the stock and assets of R&D, and assets of CARDOSO, which include U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL and U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD.

On September 22, 2011, the records of the USPTO identified Judgment Debtor R&D as the Owner of Record for U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL. The mark MISS NUDE INTERNATIONAL is an asset of R&D.

On September 22, 2011, Judgment Creditor PETITIONER filed a Trademark Assignment for U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL, as authorized by his valid and enforceable court order.

On September 23, 2011, the records of the USPTO identified Judgment Debtor R&D as the Owner of Record for U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD. The mark MISS NUDE WORLD is an asset of R&D.

On September 23, 2011, Judgment Creditor PETITIONER filed a Trademark Assignment for U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD, as authorized by his valid and enforceable court order.

Section 18 of the Trademark Act, as amended by the Trademark Law Revision Act of 1988, provides, in pertinent part, as follows:

"In such [inter parties] proceedings the Commissioner may refuse to register the opposed mark, may cancel the registration, in whole or in part, may modify the

application or registration by limiting the goods or services specified therein, may otherwise restrict or rectify with respect to the register the registration of a registered mark, may refuse to register the registration of a registered mark, may refuse to register any or all of several interfering marks, or may register the mark or marks for the person or persons entitled thereto, as the rights of the parties hereunder may be established in proceedings..."

The language setting forth the Commissioner's authority, exercised by the Trademark Trial and Appeal Board, to "*rectify with respect to the register*" as added to Section 18 to allow the Board "*to obviate the need to initiate a formal court proceeding in a matter that could be readily resolved by the Board.*" S.Rep. No. 515, 100th Cong., 2d Sess. 35. The impetus for this new provision of Section 18 was the United States Trademark Association's Trademark Review Commission Report and Recommendations, which recommended the language eventually incorporated in amended Section 18 and which explained the need for the amendment.

It is also respectfully submitted that the Board should have statutory authority to determine trademark ownership rights where they are at variance with the register. For example, in an inter parties case the Board should be able to find that a cancellation PETITIONER is the true owner of the registration, by operation of the judgment owned by the PETITIONER, and to correct the register accordingly.

While the amendment speaks of rectifying the "register" to change the ownership of "registrations", it is respectfully submitted the Section is broad enough to authorize the Board to take similar action with respect to an application to register (as in this case), particularly in light of the language of Section 18 authorizing the Board to "*register the mark...for the person or persons entitled thereto, as the rights of the parties ...may be established in the proceedings...*"

17 U.S.P.Q.2d 1414 (Trademark Tr. & App. Bd.), 1990 WL 354574 (Trademark Tr. & App. Bd.).

Based on the foregoing, it is respectfully requested that the Board can grant the relief requested in this Petition and cancel REGISTRANT as the Owner of Record for U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL and cancel REGISTRANT as the Owner of Record for U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD, and identify William Eadie as the Owner of Record for both specified U.S. Registrations.

**II. THE REGISTRATIONS AT ISSUE ARE SUBJECT TO EXECUTION, WHICH
AUTHORIZE REGISTRATION OF THE MARKS TO PETITIONER, AS
JUDGMENT CREDITOR**

Under Florida Law, the stock and assets of corporations are subject to execution to satisfy a judgment. Under Rule 1.570, Florida Rules of Civil Procedure, the final process to enforce a judgment for the recovery of property shall be by writ of possession for real property and by writ of replevin, distress writ, writ of garnishment, or other appropriate process or proceedings for other property. (Emphasis added).

In that the records of the USPTO identified Judgment Debtor R&D as the Owner of Record for U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL, and also identified Judgment Debtor R&D as the Owner of Record for U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD, the marks MISS NUDE INTERNATIONAL and MISS NUDE WORLD are therefore assets of R&D, subject to execution to satisfy PETITIONER'S Judgment.

It is respectfully asserted that Section 18 of the Trademark Act, as amended by the Trademark Law Revision Act of 1988, quoted above impertinent part, provides the authority, exercised by the Trademark Trial and Appeal Board, to "*rectify with respect to the register*" as

added to Section 18 to allow the Board “to obviate the need to initiate a formal court proceeding in a matter that could be readily resolved by the Board.” S.Rep. No. 515, 100th Cong., 2d Sess. 35. The language of Section 18 authorizing the Board to “register the mark...for the person or persons entitled thereto, as the rights of the parties ...may be established in the proceedings...” 17 U.S.P.Q.2d 1414 (Trademark Tr. & App. Bd.), 1990 WL 354574 (Trademark Tr. & App. Bd.), should be exercised because the ability to “correct the register accordingly” is exactly that type of other appropriate process or proceedings for other property recognized under Florida Law, the applicable law for the corporate and individual entities involved herein.

As further support for this proposition, the “Author’s comment” of Sec. 1.570, a component of the “legislative intent” of the statute, states:

“By Rule 1.570, provision is made for the enforcement of judgments with the performance of specific acts. Such judgments might become useless, in the absence of convenient and efficient methods for securing their enforcement. The very variety and flexibility of these judgments necessitates greater elasticity and broader scope in the means by which these judgments can be made effective. Such scope and elasticity in these methods are secured by this Rule....”

Items such as stock certificates, liquor licenses, and other entitlements or intangible possessory interests are inherently valuable, and, under Florida Law, subject to execution. See *In re: Gossman*, 326 B.R. 889 (S.D. Fla., 2005). Any type of corporate stock or corporate asset is subject to execution. See *Icardi v. Nat’l Eqpt. Rental*, 378 So.2d 113 (Fla. 5th DCA, 1980). Florida law has long recognized that even entitlements granted by federal statute, such as a trademark registration, thus intangible possessory interests are subject to execution, through appropriate process or proceedings for other property. See *Bronson v. Willis*, 194 So. 245 (1940).

Florida Law creates a lien on property subject to a judgment when a lien is properly recorded in the county in which the property is located, and this includes even intangible possessory interests. See *Hastings v. Furr*, 177 B.R. 723 (S.D. Fla. 1995). As shown above, the

PETITIONER has properly complied with all of these conditions precedent. As stated above, the Board has the authority to find that a cancellation PETITIONER, EADIE, is the true owner of the registrations at issue, and such exercise of authority is allowed, if not mandated, by both Section 18 of the Trademark Act, as amended by the Trademark Law Revision Act of 1988, as well as applicable Florida Law.

III. REGISTRANT DOES NOT HAVE STANDING TO OPPOSE

REGISTRANT, as Assignee, failed to establish its requisite burden of ownership necessary for standing under 37 C.F.R. 3.73 (b). Specifically, 37 C.F.R. 3.73 (b) states that in order to *request or take action* in a trademark matter, the Assignee *must establish its ownership of the trademark property*. The establishment of ownership by the Assignee may be combined with the paper *that request or takes the action*.

The Assignee may establish its ownership of the trademark property in one of two ways. The first is to provide a documentary evidence of a chain of title from the original owner to the Assignee as recorded pursuant to 3.11 in the assignment records of the USPTO *as a condition to permitting the Assignee to take action* in a matter pending. The second manner in which it may establish its ownership is to provide a statement specifying where documentary evidence of a chain of title from the original owner to the assignee *is recorded* in the assignment records of the USPTO, such as the reel and frame numbers.

On June 21, 2012, in the related matter Opposition No. 91200183, The Board ordered that *"the copies of opposer's assignment documents that opposer filed with the Board on September 27, 2011 will receive no consideration"*.

REGISTRANT'S MOTION TO DISMISS was filed after the Board's order dated June 21, 2012, and should receive no consideration.

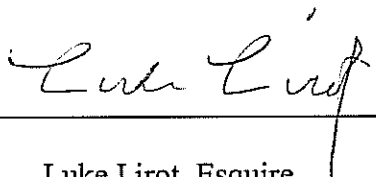
Therefore, REGISTRANT failed to satisfy either of the two available methods as directed to establish its requisite burden of ownership necessary for standing under 37 C.F.R. 3.73 (b) in the matter Cancellation No. 92,055,838.

RELIEF REQUESTED

PETITIONER files this Third Amended Petition to Cancel to assert his ownership for U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL and U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD as instructed by the Board.

WHEREFORE, PETITIONER respectfully requests that the Board cancel REGISTRANT as the Owner of Record for U.S. Registration No. 2,037,202 for the mark MISS NUDE INTERNATIONAL and cancel REGISTRANT as the Owner of Record for U.S. Registration No. 3,039,826 for the mark MISS NUDE WORLD, and identify William Eadie as the Owner of Record for both specified U.S. Registrations.

Respectfully Submitted:

By 

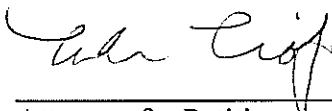
Dated: July 18, 2013

Luke Lirot, Esquire
Florida Bar Number 714836
LUKE CHARLES LIROT, P.A.
2240 Belleair Road, Suite 190
Clearwater, Florida 33764
Telephone: (727) 536-2100
Facsimile: (727) 536-2110
Attorneys for the Petitioner

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing PETITIONER'S THIRD AMENDED PETITION TO CANCEL has been served on Thomas T. Aquilla, Esq., domestic representative of The Worlds Pageants, LLC and Camila Productions Ltd. by mailing said copy on July 18, 2013, via First Class Mail, postage prepaid to:

Thomas T. Aquilla, Esq.
221 Coe Hill Road
Center Harbor, New Hampshire 03226



Attorney for Petitioner
Signed July 18, 2013

Gracinda Bento Cardoso
1473 Heather Way
Kissimmee, Florida 34744
SS# 016-72-6554 DL# C632-282-73-529-0
954-818-6465
407-846-7735

Business address: 1605 Mabbot Street
Kissimmee, FL. 34741

This contract is entered between Gracinda Cardoso as an individual and R&D Promotions as a corporation where either or both are liable for this contract. Brian Bell personally on January 22/2004 issues this is a loan for the amount of \$20,000.00 (Twenty thousand dollars) in which the funds will be received and paid via check. The loan will be split in three payments, first payment \$ 6,680.00 (six thousand six hundred and eighty dollars) plus \$600.00 (six hundred) for loan assistance making a total of \$7,280.00 (seven thousand two hundred and eighty dollars.) to be paid on the 20 of April of 2004, next payment to be due on the 20 of May of 2004, \$ 6,660.00 (six thousand six hundred and sixty dollars) plus \$600.00 (six hundred) for loan assistance making a total of \$7,260.00 (seven thousand two hundred and sixty dollars), next payment due on the 20 of June of 2004 \$ 6,660.00 (six thousand six hundred and sixty dollars) plus \$600.00 (six hundred) for loan assistance making a total of \$7,260.00 (seven thousand two hundred and sixty dollars).

This loan is secured by personal assets of Gracinda Cardoso and corporation assets of R. & D Promotions, Inc. and it's holdings.

In any litigation between the parties arising out of this agreement or the breach thereof, the prevailing party shall recover reasonable attorney's fees and costs (including appellate fees and costs). Any legal/court action involving this agreement shall be brought and settled in the courts of Pinellas County, Florida, USA.

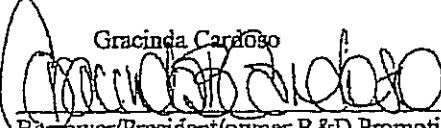
Bank account information
Bank of America
Gracinda Bento Cardoso
4300 West 13th Street
St. Cloud, FL 34769
407- 892 2456

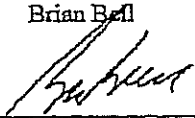
Routing number 026009593.

Account number 003439039940

Bank account information for
receipt of payments:
SunTrust Bank
Brian Bell
300 1st Avenue South
St. Petersburg, FL. 33701
727-892-3955
Routing number: 061000104

Account number: 1000013206338

Gracinda Cardoso

Borrower/President/owner R&D Promotions, Inc

Brian Bell

Provider of loan

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BRIAN BELL,

Plaintiff,

vs.

R&D PROMOTIONS, INC., a
Florida corporation and
GRACINDA B. CARDOSO,

Defendants.

UCN: 522004CA007512XXCICI
REF NO.: 04-7512-CI-11

FILED
St. Petersburg Branch
2005 APR -1 PM 2:19
KEN BURKE
CLERK OF COURT

FINAL JUDGMENT ON DEFAULT

THIS CAUSE coming on to be heard upon Plaintiff's Motion for Enforcement of Settlement Agreement and Entry of Judgment on Default and this Court having examined the pleadings and affidavits in this cause and being otherwise fully advised in the premises, and the Court finds in favor of the Plaintiff and against the Defendants, and finds that the Plaintiff is entitled to recovery of damages and prejudgment interest, together with attorney's fees and court costs, and that a reasonable number of hours expended by the Plaintiff's attorneys in enforcement of stipulation and application for judgment under the Settlement Agreement is 2.0 hours and that a reasonable hourly rate for Plaintiff's attorneys is \$200.00 per hour for Ronald W. Gregory, II, and that, therefore, a reasonable attorney's fee for Plaintiff's attorneys herein is \$400.00; it is thereupon

ORDERED AND ADJUDGED, as follows:

1. That Plaintiff, BRIAN BELL, whose address is 696 First Avenue North, Suite 400, St. Petersburg, FL 33701, shall recover of and from Defendants, R&D PROMOTIONS, INC. and GRACINDA B. CARDOSO, the following sums:

Exhibit B

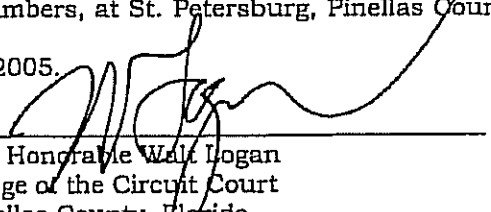
Principal Indebtedness under Settlement Agreement	\$ 24,485.34
Interest January 7, through March 23, 2005 (75 Days at 18% under Settlement Agreement)	\$ 905.62
Attorney's Fees	\$ 400.00
TOTAL	<u>\$ 25,790.96</u>

all of which sums shall bear interest at the rate of 7% per annum until the judgment is paid, as the rate set by the Florida Comptroller pursuant to § 55.03, FOR ALL OF WHICH SUMS LET EXECUTION ISSUE.

2. IT IS FURTHER ORDERED AND ADJUDGED that the judgment debtor(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date Plaintiff serves the Fact Information Sheet, unless the final judgment is satisfied or post-judgment discovery is stayed.

3. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney or the judgment creditor if the judgment creditor is not represented by an attorney.

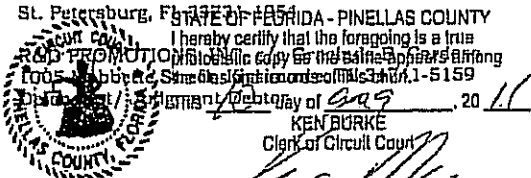
DONE AND ORDERED in Chambers, at St. Petersburg, Pinellas County, Florida, this 1 day of Apr 2005.


The Honorable Walt Logan
Judge of the Circuit Court
Pinellas County, Florida

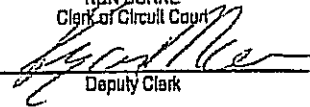
Copies Furnished To:

Ronald W. Gregory, II, Esq.
Attorney for Plaintiff
P. O. Box 1954
St. Petersburg, Florida 33731-1954

Brian Bell
696 First Avenue North, Suite 400
St. Petersburg, FL 33701
Plaintiff/Judgment Creditor



GRACINDA B. CARDOSO
1005 Mabbette Street, Klemmsee, FL 34741-5159
Defendant/ Judgment Debtor

By: 
Deputy Clerk

ASSIGNMENT OF FINAL JUDGMENT

THIS ASSIGNMENT OF FINAL JUDGMENT (hereinafter "Assignment") is made on this 22 day of August, 2011, by and between BRIAN BELL (hereinafter "Assignor") and William A. Eadie (hereinafter "Assignee").

PREAMBLE

WHEREAS, the Assignor is the owner of the Final Judgment in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11 (hereinafter "Final Judgment"); and

WHEREAS, the Assignee has agreed to provide valuable consideration to Assignor in exchange for the assignment of the Final Judgment; and

WHEREAS, the Assignor desires by this Assignment to allow the Assignee to pursue all rights and remedies under the Final Judgment to seek satisfaction of same:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. ASSIGNMENT

Effective as of the 22 day of August, 2011, (hereinafter "Effective Date"), the Assignor assigns to the Assignee, and the Assignee accepts all rights and privileges attaching to the Final Judgment entered April 1, 2005, in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11, recorded in the Public Records of Pinellas County at BK: 14223 PG: 1429.

2. REPRESENTATIONS

2.1. By Assignor. To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represent and warrant to the Assignee that, on the date hereof and at the time of delivery:

2.1.1. The Assignor is the sole legal and beneficial owners of the the Final Judgment entered April 1, 2005, in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11, recorded in the Public Records of Pinellas County at BK: 14223 PG: 1429. Subject to the provisions of this Agreement, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Final Judgment and is transferring and assigning the Final Judgment free and clear of any and all right, title, or interest of any other person whatsoever.


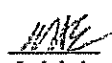

Initials

Initials

Exhibit C

2.2. **By Assignee.** The Assignee covenants, warrants, and represents to the Assignor that the Final Judgment is being acquired in accordance with all applicable laws and regulations, and that the Assignee will use all appropriate legal means to enforce the Final Judgment to satisfy the underlying debt.

2.3. **By Each Party.** Each party represents and warrants to the other that the party has been duly authorized to execute and deliver this Assignment and to perform the party's obligations under this Assignment.

3. **NOTICES**

Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party to this Assignment shall be (a) in writing, and (b) deemed to have been provided (i) 48 hours after being sent by certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) on being given by hand or other actual delivery to the party.

4. **MISCELLANEOUS**

4.1. **Effectiveness.** This Assignment shall become effective on and only on its execution and delivery by each party.

4.2. **Complete Understanding.** Subject to the provisions of this agreement, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties to this Assignment as to the same.

4.3. **Amendment.** This Assignment may be amended by and only by an instrument executed and delivered by each party.

4.4. **Waiver.** No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising this right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance of any other right.

4.5. **Applicable Law.** All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

4.6. **Headings.** The headings of the sections, subsections, paragraphs, and subparagraphs of this Assignment are provided for and only for convenience of references and shall not be considered in constructing their contents.

4.7. **Construction.** As used in this Assignment, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made , respectively, in the plural or singular number as well, and (iii) to any section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such section, subsection, paragraph, or subparagraph of this Assignment.

4.8. **Assignment.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

4.9. **Severability.** No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

4.10. **Further Assurances.** The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions as either party may reasonably request from time to time in order to effectuate the provisions of this Assignment.

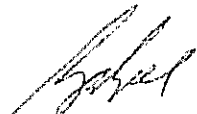
ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS ASSIGNMENT, WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS ASSIGNMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

CONTINUED ON NEXT PAGE


IN WITNESS WHEREOF, each party has executed this Assignment or caused it to be executed on its behalf by its duly authorized representative, on the day and year first written above.

ASSIGNOR:

ASSIGNEE:



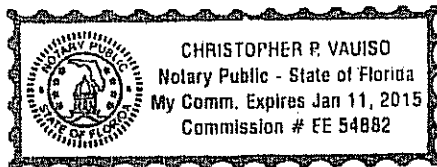
Brian Bell
696 1st Avenue North, Suite 400
St. Petersburg, Florida 33701-3610



William A. Eadie
1420 Sunningdale Lane
Ormond Beach FL 32174

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing was sworn to and acknowledged before me/by Brian Bell,
who is personally familiar to me. this 22 day of August, 2011

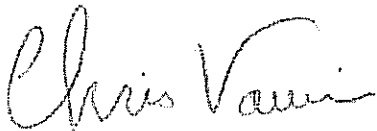




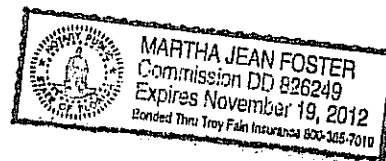
NOTARY PUBLIC - State of Florida



MARTHA JEAN FOSTER
Printed Name

My commission expires: 11-19-2012



8/26/2011



 
Initials Initials

All-purpose Acknowledgment

STATE OF Florida, COUNTY OF Volusia

On August 26, 2011 before me, the undersigned, a Notary Public
in and for said State, personally appeared

William A. Eadie

☐ personally known to me ~~-OR-~~ ☒ proved to me on the basis of satisfactory evidence/ to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

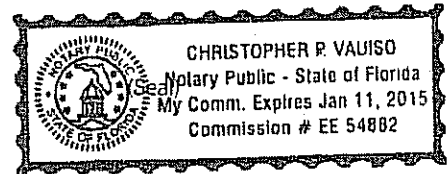


Name (type or printed)

Christopher Vauiso

My commission expires:

Jan 11, 2015



ELECTRONIC JUDGMENT LIEN CERTIFICATE

FOR PURPOSES OF FILING A JUDGMENT LIEN, THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORDANCE WITH s. 55.203, F.S..

JUDGMENT DEBTOR (DEFENDANT) NAME(S) AS SHOWN ON JUDGMENT LIEN:

R&D PROMOTIONS, INC
1473 HEATHER WAY
KISSIMMEE, FL. 34744
FEI#: 65-1070494 DOS DOCUMENT#: P00000112629

J11000564745
FILED

Sep 01, 2011 10:30 A.M.
Secretary of State
PYARBOR

JUDGMENT CREDITOR (PLAINTIFF) NAME AS SHOWN ON JUDGMENT LIEN OR CURRENT OWNER OF JUDGMENT IF ASSIGNED:

WILLIAM EADIE
1420 SUNNINGDALE LANE
ORMOND BEACH, FL 32174
DOS DOCUMENT#: N/A

NAME AND ADDRESS TO WHOM ACKNOWLEDGMENT/CERTIFICATION IS TO BE MAILED:

WILLIAM EADIE
SSP0607@AOL.COM

AMOUNT DUE ON MONEY JUDGMENT: 25,790.96

APPLICABLE INTEREST RATE: 7.00%

NAME OF COURT: CIRCUIT COURT PINELLAS COUNTY

CASE NUMBER: 622004CA007512XXCIC

DATE OF ENTRY: 04/01/05

WAS A WRIT OF EXECUTION DOCKETED ON THIS JUDGMENT LIEN WITH ANY SHERIFF PRIOR TO OCTOBER 1, 2001?

() YES (IF YES, A "CREDITOR AFFIDAVIT CERTIFICATION" FORM MUST BE ATTACHED TO THIS CERTIFICATE.)

(X) NO

UNDER PENALTY OF PERJURY, I hereby certify that: (1) The judgment above described has become final and there is no stay of the judgment or its enforcement in effect; (2) All of the information set forth above is true, correct, current and complete; (3) I have not previously filed a Judgment Lien Certificate regarding the above judgment with the Department of State; and, (4) I have complied with all applicable laws in submitting this Electronic Judgment Lien Certificate for filing.

Electronic Signature of Creditor or Authorized Representative: WILLIAM EADIE

Exhibit 0

ELECTRONIC JUDGMENT LIEN CERTIFICATE

FOR PURPOSES OF FILING A JUDGMENT LIEN, THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORDANCE WITH s. 55.203, F.S..

JUDGMENT DEBTOR (DEFENDANT) NAME(S) AS SHOWN ON JUDGMENT LIEN:

CARDOSO, GRACINDO B
1473 HEATHER WAY
KISSIMMEE, FL. 34744

J11000565239

FILED

Sep 02, 2011 08:27 A.M.

Secretary of State

MHCAIN

JUDGMENT CREDITOR (PLAINTIFF) NAME AS SHOWN ON JUDGMENT LIEN OR CURRENT OWNER OF JUDGMENT IF ASSIGNED:

WILLIAM EADIE
1420 SUNNINGDALE LANE
ORMOND BEACH, FL 32174
DOS DOCUMENT#: N/A

NAME AND ADDRESS TO WHOM ACKNOWLEDGMENT/CERTIFICATION IS TO BE MAILED:

WILLIAM EADIE
SSP0607@AOL.COM

AMOUNT DUE ON MONEY JUDGMENT: 25,790.96

APPLICABLE INTEREST RATE: 7.00%

NAME OF COURT: CIRCUIT COURT PINELLAS COUNTY

CASE NUMBER: 522004CA007512XXCICI

DATE OF ENTRY: 04/01/05

WAS A WRIT OF EXECUTION DOCKETED ON THIS JUDGMENT LIEN WITH ANY SHERIFF PRIOR TO OCTOBER 1, 2001?

() YES (IF YES, A "CREDITOR AFFIDAVIT CERTIFICATION" FORM MUST BE ATTACHED TO THIS CERTIFICATE.)

(X) NO

UNDER PENALTY OF PERJURY, I hereby certify that: (1) The judgment above described has become final and there is no stay of the judgment or its enforcement in effect; (2) All of the information set forth above is true, correct, current and complete; (3) I have not previously filed a Judgment Lien Certificate regarding the above judgment with the Department of State; and, (4) I have complied with all applicable laws in submitting this Electronic Judgment Lien Certificate for filing.

Electronic Signature of Creditor or Authorized Representative: WILLIAM EADIE